

are required to make repairs. It appears that PRTC is "in the best position to know the status of its own central offices" which "are staffed by PRTC's own employees and house PRTC's own equipment" only when KMC believes that the argument is to its benefit. However, in the case of equipment repair and maintenance, KMC takes a decidedly different view with respect to the capabilities of PRTC's employees.

CoreComm offers a convoluted analysis of its position on outside contractors as well. Although acknowledging that PRTC will not charge for training its employees to work with unfamiliar equipment absent the interconnector's request,⁶¹ CoreComm claims that the interconnector "has no choice but to incur substantial training costs in instances where PRTC's employees perform non-routine functions."⁶² CoreComm makes this claim despite the fact that PRTC will utilize vendors to conduct maintenance repairs that are beyond the expertise of its employees. On this basis, no tariff language on this issue will be acceptable to CoreComm unless it provides for outside contractors access to PRTC's central offices at will. However, this is no basis for revising a tariff provision that complies with the Commission's standards.

CoreComm also sets forth an unfounded claim that PRTC's certification procedures are burdensome. In its Direct Case, PRTC explained its procedures when it calls upon the equipment

⁶¹ CoreComm at 15; VEIS Tariff, Section 18.3 at 18-6.

⁶² CoreComm at 15.

supplier to maintain and repair transmission equipment.⁶³ PRTC clearly stated that it "would follow the same policy for all interconnectors requesting service under PRTC's virtual collocation tariff."⁶⁴ Regardless of CoreComm's questionable conjecture that "there is likely to be a relatively small number of outside contractors qualified to install such equipment in Puerto Rico,"⁶⁵ the certification procedure in place at PRTC is straight-forward and requires merely an exchange of information. CoreComm has provided no explanation why more extensive requirements would provide PRTC and the interconnector any "mutual benefits" in this regard.

⁶³ This procedure consists of making information available to PRTC regarding the identification and qualifications of employees that will be dispatched to perform the work.

⁶⁴ Direct Case at 26-27.

⁶⁵ CoreComm at 16.

IV. CONCLUSION

For the reasons stated above, the Bureau should find that PRTC's rates and terms set forth in its virtual collocation tariff are reasonable and approve the tariff. To the extent that the Bureau has any continuing concerns regarding ICB pricing, the Bureau should keep open this proceeding until such time that PRTC receives requests for virtual interconnection under its tariff.

Respectfully submitted,

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May 7, 1997

CERTIFICATE OF SERVICE

I, Dottie E. Holman, do hereby certify that a copy of the foregoing Rebuttal of Puerto Rico Telephone Company was sent by hand-delivery and first-class mail, as indicated, this 7th day of May, 1997, to the following:

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